

AGREEMENT

Between

CUMBERLAND COUNTY BOARD OF CHOSEN FREEHOLDERS

And

CUMBERLAND COUNTY SUPERIOR OFFICER'S ASSOCIATION
(CORRECTIONS), FRATERNAL ORDER OF POLICE LODGE #194
/NJFOP LABOR COUNCIL

JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

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PREAMBLE

THIS AGREEMENT, made this 1st day of January, 2015 by and between the Board of Chosen Freeholders of the County of Cumberland (hereinafter referred to as "County" or "Employer"), and Cumberland County Superior Officer's Association (Corrections), Fraternal Order of Police Lodge # 194 / NJFOP Labor Council, representing the Sergeants, Lieutenants and Captains in the Cumberland County Department of Corrections (hereinafter referred to as "FOP", the "Association", the "SOA", the "Union" or "Employees").

WHEREAS, the wellbeing of the employees covered by this Collective Negotiation Agreement and the efficient administration of the Cumberland County Department of Corrections are benefited by providing employees with the right to negotiation with respect to the terms and conditions of their employment.

NOW, THEREFORE the employer and employees do hereby agree as follows:

ARTICLE ONE

RECOGNITION

Employer hereby recognizes the Cumberland County Superior Officer's Association (Corrections), Fraternal Order of Police Lodge #194 / NJFOP Labor Council as the exclusive representative and bargaining agent for the Sergeants, Lieutenants, and Captains affiliated with the Cumberland County Department of Corrections, for the purpose of acting as bargaining agent for establishment of salaries, wages, hours, and other conditions of employment. This recognition, however, shall not be interpreted as having the effect of abrogating the rights of Employees as established under the laws of 1968, Chapter 303, as amended by Chapter 123 P.L. 1974. This Agreement shall not apply to the non-supervisory line correction officers or any other employees of the Department of Corrections, other than those specified herein.

FOP UNION members shall be allowed up to (30) "UNION RELEASE DAYS" to conduct union business as administered & distributed by Lodge 194 President and authorized by the Warden. FOP Lodge 194 Union space will be provided at the correctional facility by the Warden according to the best of his ability.

ARTICLE TWO

MANAGEMENT RIGHTS

It is the right of the Employer to determine the standards of service to be offered by its agencies; to determine the standards of selection for employment; to direct its Employees; to schedule work; to take disciplinary action; to relieve its employees from duty because of lack of work or for any other legitimate reason; to maintain the efficiency of its operation; to determine the methods, means and personnel by which its operations are to be conducted; to determine the content of job classifications; to take all necessary actions to carry out its missions in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work. The Employer's decisions on these matters are not within the scope of collective bargaining, but, notwithstanding the above, questions concerning the practical impact that decisions on these matters will have on employees, including, but not limited to questions of work load or manning, are within the scope of collective bargaining. No employee, however, shall be disciplined or discharged without just cause.

Any employee engaged in an investigatory hearing, meeting or interview that may result in a disciplinary charge being lodged against that employee shall be afforded the right to Union representation by a designated Union member.

Disciplinary or discharge proceedings shall be presented within forty-five (45) days following the alleged violation or the Employer's knowledge thereof. If no proceedings take place, all alleged charges/violations shall be dismissed. Departmental hearings shall be scheduled on the earliest possible date provided that at least ten (10) day's notice is provided to the charged employee. The employee shall have the right to counsel at such hearings. Disciplinary hearings shall not be scheduled to be heard on the charged employee's scheduled days off. Whenever

possible, disciplinary hearings shall be scheduled to take place either immediately preceding, during or immediately following the charged employee's regular shift.

ARTICLE THREE

GENERAL PROVISIONS

- A. Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decisions of the Court shall apply only to the specific portion of the Agreement affected by such decision.
- B. It is agreed by the parties that they will consult with each other from time to time at the reasonable request of either, to discuss matters of general interest and concern, matters which do not constitute agreements as herein above defined. Such meetings shall be initiated by written requests of either party, which shall reflect the precise intent of the meeting, and shall provide at least seven (7) days' advance notice. Said meeting shall occur within forty-five (45) days of said request.
- C. The jurisdiction and authority of the Employer over matters not covered by this Agreement are expressly reserved by the Employer.
- D. Any provision of this Agreement found to be in violation of any future local or national legislation, shall be subject to renegotiation by the parties to the end of insuring that such provisions are not in contradiction to any such aforementioned legislation. Only those provisions in dispute shall be affected, all other terms and conditions of this Agreement remaining unaffected.
- E. Whenever an Employee covered by this Agreement has been charged with a disorderly person's offense, a petty disorderly person's offense or crime arising out of or related to the performance of the employee's duties, other than an action instituted as a result of a complaint by or on behalf of the Employer, or for a crime committed against the employer, the employer agrees to pay for the cost of an attorney for the defense of such action at the

Municipal Court or Superior Court level or an appeal from Municipal Court to the Superior Court subject to the conditions hereafter stated. First, the employee must notify the employer of his or her desire to be represented. The employer shall exercise his or her right to select counsel at a rate to be agreed upon between the employer and said attorney to defend the employee with respect to the charges.

Second, in the event that the employee is found guilty of a disorderly persons offense, petty disorderly persons offense, or a crime with respect to which a defense has been provided the employee for all defense costs and attorneys' fees.

In the event the employee does not request representation from the employer, the employee shall not be entitled to reimbursement of defense costs or attorneys' fees. In the event that an employee wishes to hire his or her own attorney, then subject to the employer's agreement, the employer will agree to pay not in excess of \$125 hourly for defense costs together with all other reasonably related expenses to or on behalf of counsel by the employee. The employer, however, reserves the right to assign defense counsel and shall not be obligated to agree to pay or retain defense counsel of the employees' choosing unless agreed to by consent. Any attorney retained by the employee shall be required to comply with administrative procedures and billing requirements of the County of Cumberland in order to be paid for services or reimbursed for costs. Commuting time to and from Court shall not be billed in excess of 30 minutes round trip per court appearance nor shall any attorney retained by the employee be entitled to payment for a court appearance with respect to which an attorney has requested and is granted a postponement.

With respect to the defense of civil matters with respect to which an employee is named as a defendant arising from or related to the employee's job duties, a defense shall be

provided by the County of Cumberland from a list of counsel to an attorney selected and approved by the County of Cumberland. No defense costs for civil matters on behalf of the employee shall be allowed or paid for by the County of Cumberland selected by the employee unless otherwise agreed to by the employer and in no instance shall an hourly rate greater than \$125 per hour be allowed for the payment of legal services performed by an attorney who is not on the approved list of defense attorneys for the County of Cumberland. In addition, the limitation on billing applicable to defense or criminal matters shall also be applicable to the defense of civil matters on behalf of the employee.

ARTICLE FOUR

DUES CHECK-OFF

- A. Employer agrees to deduct monthly membership dues in the Cumberland County, Superior Officer's Association, Fraternal Order of Police, Local #194 / NJFOP Labor Council, from the pay of those Employees who individually request in writing that such deductions be made. For employees who have not signed and submitted to the County a written authorization allowing the deduction of regular union dues, the County shall deduct from the wages of such employees eighty-five percent (85%) of the dues as allowed under New Jersey law. The amounts to be deducted shall be certified to the Employer by the Treasurer of the F.O.P., and the aggregate deductions of all Employees shall be remitted after each pay period in which deductions were made to the Treasurer of the F.O.P., together with a list of the names of all Employees for whom deductions were made. It is understood that such authorization shall remain in effect for the term of this Agreement, providing it does not contravene any law.
- B. Any written designation to terminate the dues deduction of FOP, and the filing of such notice shall be effective to halt full deduction as of the first pay period next succeeding the date on which the notice of withdrawal is filed. Thereafter, deductions shall be made in an amount not to exceed eighty-five percent (85%) as per paragraph A.
- C. The County agrees that upon request it will deduct dues for individuals and pay such dues to Cumberland County, Superior Officer's Association, FOP Lodge #194 as per N.J.S.A. 52:14-15.ge.
- D. This article shall become effective as of the first pay period in May 1997, after receipt from FOP of their request of those employees who request in writing that deductions be made and

after certification by FOP to county of a valid demand and return system as required by
N.J.S.A. 34:13A-5.6.

ARTICLE FIVE

SENIORITY OF EMPLOYEES

- A. Seniority is defined as an Employee's total length of employment as a Correction Officer and Superior Officer by the Cumberland County Department of Corrections for purposes of determining overtime assignment, vacation schedules and days off. Other incidents of employment such as amount of sick leave, amount of vacation leave and shall be determined by the employee's total length of employment by Cumberland County.
- B. An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Employer.
- C. If a question arises concerning the seniority status of two or more Employees who were hired on the same date, preference shall be given in accordance with N.J. Department of Personnel Rules and Regulations.
- D. Employer shall maintain an accurate, up to date seniority roster, showing each Employee's date of hire, classification, and pay rate, and shall furnish copies of same to the FOP upon request. In any determination of work assignment for shift change or job posting, seniority, based on time in rank, shall prevail providing all other qualifications are equal.
- E. Temporary appointment to a position by the Administration will not exceed a two (2) month period without the position being posted and given out as outlined in Paragraph D.

ARTICLE SIX

NON DISCRIMINATION

Employer and Employees recognize that there shall be no discrimination by reason of sex, creed, race, origin or political affiliation insofar as employment or application for employment is concerned, or as a condition of employment. Employer further agrees that it will not interfere with or discriminate against any Employee because of membership in, or legitimate activity on behalf of, FOP Lodge # 194, nor will the Employer encourage employee membership in any other Association or union, or do anything to interfere with the exclusive representation of the bargaining unit by FOP Lodge # 194.

ARTICLE SEVEN

NO STRIKE PLEDGE

The FOP assures and pledges to Employer that its goal and purposes are such as to condone no strikes, work stoppages, slowdowns, or organized sick-outs or any other such method or violate the constitution and laws of the State of New Jersey, and the FOP will not initiate such activities nor advocate or encourage members covered by this Agreement to initiate same.

ARTICLE EIGHT

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment.
- B. Nothing herein will be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate members of the Department.
- C. The term "grievance" as used herein, means any controversy arising over (1) the interpretation, application, or alleged violation of the terms and conditions of this Agreement, or (2) any controversy arising out of policies, discipline or administrative decisions affecting the terms and conditions of employment including the discipline of any employee without good and just cause. A grievance may be raised by an employee, the association on behalf of the individual, or a group of individuals.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual written consent:

STEP 1

The grievance shall be submitted in writing to the Warden or Union by the grievant within ten (10) business days of the occurrence of the event triggering the grievance. The Warden shall submit a written answer to the local representative of the grievant within ten (10) business days of the submission date.

STEP 2

If the grievance is not satisfactorily adjusted at Step 1, the grievant, the Association, or the Association's attorney or representative may appeal to the County within ten (10) business

days after the receipt of the written answer at Step I. The County shall hear the grievance within ten (10) business days after receipt of the request for the Step 2 hearing. The County shall submit a written decision of the grievance within ten (10) business days after the hearing at Step 2. The County Personnel Grievance Committee shall serve its decision upon the grievant, the Association and the Association's attorney or representative.

STEP 3

If the grievance is not satisfactorily adjusted at Step 2, the grievant, the Association, or the Association's attorney or representative may, within fifteen (15) days after receiving the decision of the County Personnel Grievance Committee, request arbitration, the cost of which shall be borne equally by both parties. The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the Association through the Public Employment Relations Commission ("PERC"), within seven (7) days after notice has been given. If the parties fail to agree upon an arbitrator, PERC shall be requested by either or both parties to provide a panel of five (5) arbitrators. The arbitrator shall then be selected pursuant to PERC procedures. The arbitrator shall restrict his inquiry to the standards established by this agreement. The findings of the arbitrator shall be final and binding on both parties. The arbitrator shall be requested to issue his/her decision as soon as possible after the conclusion of the testimony and argument.

D. Failure to file a written grievance within ten (10) days of the occurrence of the event triggering the grievance shall constitute a waiver of any right to grieve the dispute.

F. The failure of management to respond within ten (10) days at Step I will result in the grievance automatically moving to the next level.

G. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any employee.

ARTICLE NINE

PERSONNEL REGULATIONS

- A. Duty rosters shall be prepared and posed specifically setting forth the duties of each person and/or title.
- B. Rules and regulations for employee conduct shall be distributed in writing to each Employee. Such rules and regulations shall be reviewed by Employer at least once each year.
- C. All personnel shall receive, at least once each calendar year, an evaluation of their performances, consisting of learning abilities and initiative, dependability, ability and willingness to follow directions and the rules of the Department. The evaluation will be done by the employee's most immediate superior and a copy shall be provided to said employee. A copy of said evaluation containing the employee's signature as verifying receipt shall become part of the individual's file.
- D. No individual shall be employed by Employer as a Sergeant, Lieutenant, or Captain who shall have been convicted of any violation of any criminal statute in this or in any other jurisdiction.
- E. Minimum physical standards for employees shall be established and enforced by Employer.
- F. Employee personnel files shall be maintained pursuant to State and Federal law. Prior to any adverse material being placed in a personnel file, the employee affected shall be given a copy of the material. The employee may respond in writing. The written response shall be attached to the adverse material in the file.

ARTICLE TEN

SAFETY, HEALTH AND ADMINISTRATION

- A. Employer shall at all times maintain safe and healthful working conditions, and will provide Employees with any wearing apparel, equipment, tools or devices reasonably necessary in order to ensure their safety, health and security.
- B. Employer and the SOA shall each designate two (2) safety committee members, whose responsibility shall be to investigate and correct any unsafe and unhealthful condition at the jail. They shall meet periodically as necessary to view conditions in general and to make recommendations to either or both parties when appropriate.
- C. Employer may establish reasonable and necessary rules of work and conduct for Employees, which shall be equitably applied and enforced.
- D. Employer shall provide a locker room for Employees, if space is available, together with designated bulletin board areas, which shall serve as the location for all official notices from Employer to Employees, and for the posting of S.O.A. announcements and other information.
- E. The SOA shall receive a copy of the New Jersey Department of Corrections periodic report of conditions at the Cumberland County Jail.
- F. To promote the personal safety of employees, management shall determine and advise the SOA of the minimum number of Officers working in the jail on any shift. Said force to be maintained whenever possible.

ARTICLE ELEVEN

TRAINING

Employees shall have previously received the required training at a certified Correctional Academy in compliance with the requirements imposed by NJ.A.C. 10A:31-5.3 and the Police Training Commission prior to promotion to the rank of Sergeant. Employees shall also receive such additional supervisory training deemed appropriate by the Warden.

ARTICLE TWELVE

HOLIDAYS

A. The following holidays are recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
General Election Day	President's Day
Veterans Day	Good Friday
Thanksgiving Day	Memorial Day
Fourth of July	Christmas

B. Holidays which fall within an Employee's vacation period shall be celebrated as soon as possible following the vacation.

C. It is understood that there shall be only one (1) day of celebration in the event that holidays are celebrated on a day other than the actual date of the said holiday, and no additional day shall be received because of the adjustment of the day of celebration.

D. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday.

E. When Employer declares by formal action, a holiday for all County Employees, those who are required to work on such a holiday shall be paid at regular hourly rates.

F. Employees who work the holiday shall be paid their regular pay and shall receive a day off within thirty (30) days of the holiday worked. In the event the Employee is given a day in lieu of a holiday within the aforesaid thirty (30) day period, the day shall be at the Employee's option provided the manpower needs of the department are satisfied and further provided that the Employee gives his supervisor ten (10) working days' advance notice. If

the County prevents the Employee from taking the day off, the Employee shall receive normal holiday pay instead. Employees shall also have the option to accumulate holidays provided that they are taken as compensatory time. Such compensatory time in lieu of holidays shall be granted prior to December 31 of each year. The Employee shall notify the County in writing as to which holidays he wishes to accumulate on or before January 15 of each year.

- G. In order to receive holiday pay and a day off within thirty (30) days of the holiday worked, the Employee must have worked the scheduled work day before and after the holiday unless excused by illness supported by a doctor's excuse or other justifiable cause. Once the employee has satisfied this requirement, there shall be no additional requirement that the employee shall work the day before or the day after the designated day off granted during the thirty (30) day period. This provision shall not be interpreted to mean that the County shall not have the authority to request proof of sickness by doctor's slip or doctor's certification with regard to any days not worked due to sickness at any time.

ARTICLE THIRTEEN

VACATIONS

A. Full-time Employees shall be entitled to vacation with pay consistent with County Policy 2.03 and as follows:

1. For Employees with less than one (1) year of completed service, one (1) working day for each month of service.
2. For Employees with one to five (1-5) years of completed service, twelve (12) days.
3. For Employees with six to twelve (6-12) years of completed service, fifteen (15) days.
4. For Employees with thirteen to twenty (13-20) years of completed service, twenty (20) days.
5. For Employees with more than twenty (20) years of completed service, twenty-five (25) days.

B. Where in any calendar year the vacation or any part thereof is not granted by pressure of work, such vacation period or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year. Not more than four (4) days may be carried over without specific approval by the Warden or his designee, and the Personnel Department.

ARTICLE FOURTEEN

SICK LEAVE

A. Full-time or permanent part-time employees shall be entitled to the following sick leave with pay:

1. During the first year of service, one and one-quarter (1 ¼) working days sick leave with pay for each month of service from and after the date of first appointment and fifteen (15) days per year thereafter. Sick leave may be taken in increments pursuant to the policy concerning same as set forth in the County Employee Manual. If an employee does not utilize his/her entire allowable sick leave for any calendar year, the amount of unused sick leave shall accumulate to his/her credit from year to year. The employee shall be entitled to utilize such accumulated sick leave with pay if and when needed. Sick leave for purposes herein is defined by the regulations of the NJ Department of Personnel.
2. If any Employee is absent for four (4) consecutive working days, or for more than ten (10) days in anyone calendar year, for any of the reasons set forth herein, Employer shall require acceptable evidence on the form prescribed. The Doctor's certificate shall note the number of days the employee has been under the Doctor's Care. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.
3. At the discretion of the Employer, any Employee seeking sick leave, or returning from sick leave, may be required to submit acceptable medical evidence or undergo a physical examination. If the sick leave is not approved, the time involved during which an Employee is absent shall be charged to his vacation credit, if any, or otherwise the Employee will suffer the loss of pay for such time.

4. An Employee who does not expect to report for work because of personal illness, or for any reasons hereinabove defined as sick leave, shall notify his immediate superior, by telephone or personal message, at least two (2) hours before the scheduled beginning of his tour of duty.
 5. Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved upon the submission of a certificate of the local Department of Health.
- B. SICK LEAVE BUYBACK: Any permanent employee who has used less than five (5) days sick leave in a calendar year may, as an option, sell back his/her accrued sick time at a rate of two (2) days sick time for one (1) days' pay, up to a limit of ten (10) sick days per year. Application must be made on or before January 10th of the New Year. Said amount shall be paid before January 31st of the new year based on the employee's hourly rate for the prior year. To qualify, an employee must retain a minimum of ten (10) sick days in their sick leave bank.
- C. FMLA and sick leave shall run concurrently.

ARTICLE FIFTEEN

WORKER'S COMPENSATION

1. When an employee is incapacitated because of an occupational injury or disease (as determined by a physician designated by the employer's worker's compensation administrator), the employee shall be paid their full base salary for the initial thirty (30) days of job related disability.
2. If the employee remains incapacitated due to occupational injury or disease after the initial thirty (30) day period of disability expires, the employee shall receive worker's compensation benefits in accordance with the laws of New Jersey.
3. Time off for worker's compensation eligible occupational injury or disease shall not be charged against the employee's accumulated sick leave.
4. If the employee remains incapacitated after the initial thirty (30) day period, the County shall continue to remit pension contributions for the employee during said workers compensation leave without pay.

ARTICLE SIXTEEN

OTHER LEAVES OF ABSENCE

Leave of absence for Employees shall be granted as provided in the Department of Personnel Statutes and Rules and Regulations thereunder. Vacation leave will not be advanced.

A. Personal Leave

1. All employees covered by the within agreement shall be granted an annual allowance of four (4) days personal leave with pay.
2. Personal leave shall not be cumulative and any such leave credit remaining unused by an employee at the end of the calendar year or upon separation shall be cancelled. Unlike other leaves, when an employee separates, there shall be no reduction or repayments of funds for the day already used in the calendar year of separation. The Employee must notify his supervisor at least twenty-four (24) hours in advance except in extreme emergency, whereby the supervisors may waive this requirement.
3. The priority in granting such request for personal leave shall be as follows:
 - a. Emergencies;
 - b. Observation of religious or other days of celebration;
 - c. Employee personal business.
4. Personal leave may be taken in conjunction with other types of paid leave.

B. Military Service

1. An Employee who is a member of the National Guard or Reserves of the Military or Naval forces of the United States who is required to undergo field training shall be granted a leave of absence with pay for the period of such tour of duty. This

leave shall be in addition to the annual vacation leave, provided the Employee presents the official notice from his Commanding Officer prior to the effective date of such leave. Such leave of absence shall not exceed two (2) weeks annually and shall be consistent with Cumberland County Policy.

2. All other military leave shall be consistent with the policy of Cumberland County and the then applicable State and Federal laws.

C. Funeral Leave

All full-time employees shall be granted a leave of absence not exceeding three (3) days per occurrence because of death of a member of their immediate family. Immediate family is defined as father, mother, son, daughter, husband, wife, grandmother, grandfather, step-mother, step-father, stepson, stepdaughter, brother, sister, mother-in-law, and father-in-law and members of the family living in the same household with the employee.

E. General Leave

Any Employee shall be given time off without loss of pay when:

1. Performing jury duty.
2. Commanded to appear as a witness and not a party before a Court, Legislative Committee, or Judicial or Quasi-Judicial Body, other than in connection with the performance of his duty as Employee.
3. Performing emergency civilian duty in relation to National Defense or other emergency when so ordered by the Governor or the President, for a period not to exceed two (2) weeks.

4. Employees returning from authorized leave of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority or other rights, privileges or benefits of Employees.
5. When a trial, plenary hearing or administrative law hearing is occurring in conjunction with litigation or proceedings in which an employee has been named as an individual defendant by virtue of his or her employment, said employee shall be permitted to attend same without loss of pay, barring any sequestration order. Said employee shall provide his or her immediate superior with as much notice as possible and shall promptly return to duty upon completion of the proceedings.

ARTICLE SEVENTEEN

WORK SCHEDULES

Excepting as set forth below, the work schedule shall consist of three (3) shifts covering twenty-four (24) hours per day, seven (7) days per week. The three (3) shifts shall be scheduled for eight (8) hours per day as follows: 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12 midnight and 12 midnight to 8:00 a.m. Employees shall be scheduled for five (5) consecutive working days on, followed by two (2) consecutive days off.

The work schedule for employees assigned to the Transportation Unit shall consist of five (5) consecutive days, Monday through Friday inclusive. Employees will be scheduled for eight (8) hours per day within a daily time period of 6:00 a.m. to 10:00 p.m.

Where the nature of the work involved requires continuous operation, Employees so assigned will have their schedules arranged in a manner which will insure, wherever practical, on a rotating basis, that all Employees so assigned will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.

Whenever a Superior Officer is assigned to cover a work period for a Supervisor of a higher rank for a minimum of eight (8) hours, that Supervisor will receive the pay of that higher rank.

The FOP president will be permitted to use a County computer for the purposes of conducting FOP/Union business.

ARTICLE EIGHTEEN

OVERTIME PAY

A. Overtime Defined

1. Except as hereinafter provided, overtime shall refer to any working hours beyond the regular hours of duty as described in Article Eighteen. Employees shall receive one and one half (1 1/2) times the regular hourly rate for all consecutive hours worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater.
2. When an Employee has been granted a day off and is subsequently summoned for duty on that day, one and one-half (1 1/2) time the regular rate shall be paid.
3. Should a sick day without a written Doctor's Certificate be claimed immediately following a preceding day's extended or double shift, only straight time rates will be allowed for hours worked on said preceding day if a habitual "call off pattern" has been established or after the employee has used six (6) sick days in that calendar year.
4. If an Employee is recorded as "absent without pay" during a work week, said time shall not be considered hours worked for overtime computation.
5. Employees shall only be permitted to interchange shifts if such arrangement is approved by the Warden or his designee. Straight time rates shall apply to this substitute period. Only hours worked in excess of the substitute period shall qualify for overtime compensation.

B. Meetings and Conferences

When ordered by management to attend a job related meeting or conference after regular hours of duty, overtime rates shall apply. However, should it be determined that the

conference or meeting was occasioned by employee negligence or malfeasance in the performance of his duty, no compensation shall be paid to the negligent party.

- C. Overtime shall be paid in cash, and shall be paid at time and one-half (1 ½) of regular hourly rates of pay for each Employee.
- D. Overtime shall be paid currently, in the pay period following the performance of overtime work.
- E. No Employee shall have his regular work schedule or regular day off schedule changed for the purpose of avoiding payment of overtime at any time. No work shifts shall be changed without first having discussed such changes and the needs for same with the Association, and the Employee affected.
- F. Whenever any Employee is assigned out of the County on a matter that requires service for more than one day, he shall be allowed reasonable expenses for transportation, food and lodging costs actually incurred.
- G. Overtime will be distributed, whenever possible, according to seniority with an availability list to be maintained and posted. Acceptance or rejection of overtime will cause the top name on such a list to be placed at the bottom. No Employee shall, without reasonable justification, reject an overtime request.
- H. Employer shall not reduce the work crew for the purpose of avoiding payment of overtime. This provision shall not infringe upon Employer's right to eliminate positions for economy reasons, subject to the rules of the Department of Personnel.
- I. Overtime shall include time for any job related Court appearance by any employee during other than his/her regular working hours in excess of eight (8) hours per day or forty (40) hours per week.

- J. Whenever a Captain is required to be on-call, he/she shall receive four (4) hours of pay at OT rate per week.
- K. FOP 194 recognizes the importance to the County of overtime reduction at the Cumberland County Jail. As such, the County and the Union agree that during the negotiations for a successor agreement that the parties will exchange proposals and that the parties agree to negotiate over those proposed changes for overtime reduction in the next contract, January 1, 2018 starting date.

ARTICLE NINETEEN

CALL IN TIME

Any Employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid a minimum of four (4) hours at the overtime rate which is appropriate as set forth in Article Eighteen hereinabove. The said payment for four (4) hours at the overtime rate shall be made regardless of the number of hours actually worked.

ARTICLE TWENTY
CREDITS FOR EMPLOYEES

A. Medical Examination

A thorough Medical Examination will be given to all personnel upon hiring. Said examination shall be at the Employer's expense.

B. Travel Allowance

If any Employee shall be required to use a personal vehicle in connection with the performance of his duties, he shall be allowed a mileage credit in the amount consistent with County Policy 5.03, but shall not be less than the current rate of forty cents (\$0.40) per mile traveled, subject to the Rules and Regulations of the County Administrator.

C. Reimbursement

The County shall provide employees with tuition reimbursement subject to the following requirements and limitations:

1. The employee must have at least one (1) year of full-time service and be still employed as a Sergeant, Lieutenant or Captain in the Department of Corrections.
2. The college course must be taken at an accredited school approved by the County before tuition costs are incurred.
3. The college course must be related to the employee's correctional or supervisory duties.
4. The employee must have completed the approved course with a grade of "C" or better. Proof of course completion and grade and a paid, dated receipt evidencing tuition payment must be submitted.

5. Employees must apply to the Warden to receive tuition reimbursement at least sixty (60) days prior to the start of the semester. Once approved by the Warden, the application shall be forwarded to the Director of Personnel and Human Resources for approval by the Personnel Committee.
6. Because funds are limited, annual expenditures for tuition reimbursement for the entire bargaining unit shall be limited to one (1 %) percent of the total payroll for employees in the bargaining unit. Tuition reimbursement funds shall be awarded on a first-come, first-served basis until funding is exhausted.
7. Maximum tuition reimbursement per employee shall be ONE THOUSAND TWO HUNDRED (\$1,200) DOLLARS per year. Reimbursement shall not exceed EIGHTY (\$80.00) DOLLARS per credit hour for undergraduate courses and ONE HUNDRED FORTY FIVE (\$145.00) DOLLARS per credit for graduate courses.
8. Costs for books and supplies and other charges shall be borne by the employee.

D. Uniforms

The practice of providing uniforms or compensation for employees to purchase their own uniforms shall be eliminated as of December 31, 2014. The employee shall be responsible for purchasing all of their clothing. The clothing maintenance allowance shall also be eliminated as of December 31, 2014. The County shall continue to be responsible for providing the required protective vest.

E. Shift Differential

Employees shall receive a shift differential rate of \$0.20 per hour for each hour worked on the 4:00 p.m. to 12:00 midnight shift and \$0.25 per hour for each hour worked on the 12:00 midnight to 8:00 a.m. shift.

ARTICLE TWENTY-ONE

LIFE, HEALTH AND GENERAL LIABILITY INSURANCE

A. Health Insurance Benefits

All bargaining unit employees shall have the option of choosing between the following medical benefits plans offered by the County: (1) Horizon Blue Cross / Blue Shield of New Jersey Direct Access (D/A) Plan and (2) Horizon Blue Cross / Blue Shield of New Jersey Point of Service (POS) Plan.

For the D/A Plan, the in-network co-insurance maximum shall be 80%, and the out-of-network co-insurance maximum shall be 60%. The in-network co-insurance maximum for the POS Plan (managed care) shall be 100%, and the out-of-network co-insurance maximum shall be 60%.

For the D/A Plan, the in-network co-insurance maximum shall be \$400.00 per individual and \$800.00 per family, and the out-of-network co-insurance maximum shall be limited to \$800.00 per individual and \$1,200.00 per family. For the POS Plan (managed care), the in-network co-insurance maximum shall be limited to \$1,000.00 per individual and \$2,000.00 per family, and the out-of-network co-insurance maximum shall be limited to \$2,000.00 per individual and \$4,000.00 per family.

Effective upon ratification of this Agreement, prescription plan co-pay shall be \$10.00 for generic prescriptions and \$25.00 for name brand prescriptions. The prescription plan co-pay for single source name brand drugs with no generic equivalent shall be \$25.00. The stated co-pay shall cover up to a 30-day supply of the prescription; however, where the mail order prescription plan is utilized, the stated co-pay shall cover up to a 90-day supply of the prescription.

The County will add a voluntary Horizon EPO plan to the types of health insurance that an employee may choose (see Attachment C). A third tier (formulary plan) is added to the prescription plan. This third tier shall have a \$50.00 co-pay, effective January 1, 2015 or as soon as Horizon can implement the applicable changes.

The Employer shall have the rights to change health plan providers, change health insurance plans, or implement a self-insured health benefit plan provided that the benefits and coverage of any new plan are, in the aggregate, substantially equal to the Horizon or Aetna plan (whichever is being replaced) which is in effect as of the ratification of this Agreement. Any unresolved disputes regarding whether the benefits and coverage of a proposed new plan are, in the aggregate, substantially equal to the plan now in effect as modified above, may be submitted to expedited arbitration.

In the event that the Employer seeks to make any subsequent changes in the delivery of health care benefits during the remainder of this Agreement, the employer agrees to provide the Union with 30 days' notice before any such change is to take place, in order to permit the Union and the Employer to meet and discuss the proposed change and the effects of such change on bargaining unit employees.

The County dental plan benefit level shall be 50/50 of covered benefit limits with an employee co-pay of 20% of the amount of the premium. The County optical plan coverage employee co-pay shall be \$10.00 per examination and \$10.00 per pair of eyeglasses.

The co-pay for office visits shall increase to \$20.00 per visit (D/A only) effective January 1, 2016. Effective January 1, 2016, the co-pay for an Emergency Room visit shall increase to \$100.00 per visit (all plans). This ER co-pay shall be waived if the patient is admitted to the hospital.

B. Life Insurance

Employer shall provide full-time employees with life insurance coverage. The County Employee Group Life Insurance Police death benefit shall be in the amount of \$7,500.00. When an authorized Leave of Absence without pay due to illness or other emergency leave is granted, life insurance shall be continued for the first thirty (30) days of said leave. When an employee is injured on the job, life insurance benefits may be continued by the County at its discretion for a period not to exceed one year from the date of injury provided said injury is recognized as eligible for worker's compensation.

C. Employee Liability

Employer shall hold Employee harmless from any loss, claim or liability to any third person or persons for bodily injury or property damage arising out of an act of negligence or negligent failure to act by any Employee within the scope of and in the course of his employment to the extent insurable under the provisions of Comprehensive General Liability Insurance policy approved by the State of New Jersey and available for purchase. Said coverage shall include the undertaking of the defense of any such claim against the Employee.

ARTICLE TWENTY-TWO

LONGEVITY

Longevity shall be eliminated effective midnight on December 31, 2014.

ARTICLE TWENTY-THREE

SICK LEAVE ON RETIREMENT

Any permanent Employee who retires and with any earned and unused accumulated sick leave shall be entitled to receive fifty (50%) percent of his/her accumulated sick time as severance pay, said payment not to exceed \$9,000.00. This payment shall be paid in a lump sum after the effective date of retirement, or at a time mutually agreed upon by the retired Employee and Employer.

ARTICLE TWENTY-FOUR

DURATION AND RENEWAL

This Agreement shall be effective on and as of the first day of January, 2015 and shall remain in full force and in effect until the thirty-first day of December 2017. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice is given, negotiating shall begin no later than ninety (90) days prior to the termination date. This agreement shall remain in full force and be effective during the period of negotiations until superseded by a successor Agreement or binding interest arbitration award, to include work hours, conditions.

ARTICLE TWENTY-FIVE

SALARIES

The rates of pay for all employees covered by this Agreement for calendar years 2015, 2016, and 2017 shall be set forth in the compensation schedule attached as Schedule A. During the term of this Agreement, the compensation schedule will not be changed unless by mutual consent of the Employer and Union. Pay days shall be consistently on Fridays except when holidays prevent, and in such cases, said conflict pay day shall occur before said Friday.

The parties agree to re-open only the salary provisions of this Agreement for the purposes of supplementing the existing salary and compensation, if the following event occurs:

1. The County voluntarily enters into a collective bargaining agreement with any other Cumberland County bargaining unit whose agreement expires December 31, 2014, which does not include a stated wage increase of 0% (not including step movement) in at least one year.
2. The County will not re-open the agreement if the aforementioned increase is awarded to any other Cumberland County bargaining unit by an arbitrator.

IN WITNESS WHEREOF, the County of Cumberland, by and through its Board of Chosen Freeholders and the Cumberland County Superior Officer's Association (Corrections), Fraternal Order of Police Lodge # 194, have caused this Agreement to be signed by their duly authorized representatives.

FOR THE COUNTY:

Joseph Dault 1/15/15
Date

Ken Macaugh 1-14-15
Date

Craig E. Atkins 1-14-15
Date

Date

Date

FOR FOP LOCAL 194:

President Walter W. Wouda 1-14-15
Date

Vice President [Signature] 1-14-15
Date

Date

Date

Date

County Corrections Superior Officers - FOP 194

Proposal as of 12/7/14, 1.5%/1.45% split for 16 & 17 (base adj in 15 - less than max diff spread throughout

Title	Last Name	First Name	Date	2014	2015	New Base 01/01/16	New Base 07/01/16	New Base 01/01/17	New Base 07/01/17
County Corrections Captain	Lamcken	Kenneth	01/10/1985	90,165	92,215	93,598	94,955	96,379	97,776
County Corrections Captain	Palau	Michael	03/20/1985	90,165	92,215	93,598	94,955	96,379	97,776
County Corrections Captain	Sciore	Dale	07/05/1998	90,165	92,215	93,598	94,955	96,379	97,776
County Corrections Lieutenant	Fauconniere	Keith	09/06/1988	85,821	87,871	89,189	90,482	91,839	93,171
County Corrections Lieutenant	Jones	Franklin	09/29/1983	85,821	87,871	89,189	90,482	91,839	93,171
County Corrections Lieutenant	Morales	Radames	03/09/1987	85,821	87,871	89,189	90,482	91,839	93,171
County Corrections Lieutenant	Wroniuk	Walter	09/25/1989	85,821	87,871	89,189	90,482	91,839	93,171
County Corrections Lieutenant	Charleston	Ronnie	09/08/1986	85,821	87,871	89,189	90,482	91,839	93,171
County Corrections Lieutenant	Ciancaglini	Clint	06/21/1999	85,821	87,671	89,036	90,376	91,782	93,171
County Corrections Lieutenant	Pierce	Brad	10/15/1997	85,821	87,671	89,036	90,376	91,782	93,171
County Corrections Lieutenant	Rainear	Carl	03/05/1990	85,821	87,771	89,113	90,430	91,811	93,173
County Corrections Sergeant	Abbott	Jerry	06/21/1999	81,640	83,490	84,792	86,071	87,412	88,738
County Corrections Sergeant	Brag	Amy	11/03/2008	81,640	83,390	84,716	86,018	87,383	88,738
County Corrections Sergeant	Echeveria	Robert	09/08/1986	81,640	83,690	84,945	86,177	87,470	88,738
County Corrections Sergeant	Mendibles	Robert	04/25/2005	81,640	83,290	84,639	85,965	87,354	88,738
County Corrections Sergeant	Givler	Stephanie	01/09/2002	81,640	83,390	84,716	86,018	87,383	88,738
County Corrections Sergeant	Velazquez	Manuel	08/02/1985	81,640	83,690	84,945	86,177	87,470	88,738
County Corrections Sergeant	Starcher	Rose	09/18/1989	81,640	83,690	84,945	86,177	87,470	88,738
County Corrections Sergeant	Russell	Michael	03/31/1997	81,640	83,490	84,792	86,071	87,412	88,738
County Corrections Sergeant	Hope	George	02/18/1998	81,640	83,490	84,792	86,071	87,412	88,738
County Corrections Sergeant	Ortiz	Heriberto	10/19/1998	81,640	83,490	84,792	86,071	87,412	88,738
County Corrections Sergeant	Gomez	Johnny	05/04/1998	81,640	83,490	84,792	86,071	87,412	88,738
County Corrections Sergeant	Joynes	Loren	08/24/1998	81,640	83,490	84,792	86,071	87,412	88,738
				1,936,743	1,981,193	2,011,582	2,041,415	2,072,709	2,103,554
							60,222		62,139
							3.04%		3.04%

122,361
122,361
2.06%

Attachment A

"Whenever an employee covered by this agreement has been charged with a disorderly persons offense, a petty disorderly persons offense or crime arising out of or related to the performance of the employee's duties, other than an action instituted as a result of a complaint by or on behalf of the employer, or for a crime committed against the employer, the employer agrees to pay for the cost of an attorney for the defense of such action at the Municipal Court or Superior Court level, or an appeal from the Municipal Court to the Superior Court subject to the conditions hereafter stated. First, the employee must notify the employer of his or her desire to be represented. The employer shall exercise his or her right to select counsel at a rate to be agreed upon between the employer and said attorney to defend the employee with respect to the charges.

Second, in the event that the employee is found guilty of a disorderly persons offense, petty disorderly persons offense, or a crime with respect to which a defense has been provided the employee shall reimburse the employer for all defense costs and attorneys' fees.

In the event the employee does not request representation from the employer, the employee shall not be entitled to reimbursement of defense costs or attorneys' fees. In the event that an employee wishes to hire his or her own attorney, then subject to the employer's agreement, the employer will agree to pay not in excess of \$125 hourly for defense costs together with all other reasonably related expenses to or on behalf of counsel selected by the employee. The employer, however, reserves the right to assign defense counsel and shall not be obligated to agree to pay or retain defense counsel of the employees' choosing unless agreed to by consent. Any attorney retained by the employee shall be required to comply with administrative procedures and billing requirements of the County of Cumberland in order to be paid for services or reimbursed for costs. Commuting time to and from Court shall not be billed in excess of 30 minutes round trip per court appearance nor shall any attorney retained by the employee be entitled to payment for a court appearance with respect to which an attorney has requested and is granted a postponement.

With respect to the defense of civil matters with respect to which an employee is named as a defendant arising from or related to the employee's job duties, a defense shall be provided by the County of Cumberland from a list of counsel to an attorney selected and approved by the County of Cumberland. No defense costs for civil matters on behalf of the employee shall be allowed or paid for by the County of Cumberland selected by the employee unless otherwise agreed to by the employer and in no instance shall an hourly rate of greater than \$125 per hour be allowed for the payment of legal services performed by an attorney who is not on the approved list of defense attorneys for the County of Cumberland. In addition, the limitations on billing applicable to defense of criminal matters shall also be applicable to the defense of civil matters on behalf of the employee."



Horizon Blue Cross Blue Shield of New Jersey

Making Healthcare Work.

Attachment C

Advantage EPO DESIGN 1

County of Cumberland

Effective January 2013

Benefit	In-Network Benefits Only (Includes Bluecard network)
Benefit Period	Calendar year
Deductible	
Individual	None
Family	None
Coinsurance	100%
Maximum Out of Pocket	
Individual	\$2,500
Family	\$5,000
Maximum Out of Pocket is Calendar year. The deductible, coinsurance and copayments apply to the Maximum Out of Pocket.	
Benefit Period Maximum	Unlimited
Lifetime Maximum	Unlimited
Primary Care Physician Selection	Not Required
Doctor's Office Visits	
Primary Care Office Visit	100% after \$20 copay A primary care physician is a general or family practitioner, internist or pediatrician
Specialist Office Visit	100% after \$40 copay A referral is not required to visit a specialist.
Maternity Visits	100% after \$40 copay Copay applies to 1st visit only Dependent children are eligible for Maternity/Obstetrical Benefits.
Allergy Testing and Treatment	100% Note: A copay will only apply when an office visit is billed.
Preventive Care	
Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations	100%
Well Child Exams	100%
Well Child Immunizations and Lead Screening	100%
Diagnostic Procedures	
Laboratory	100% in office setting or Labcorp 100% in outpatient facility
Outpatient X-ray/Radiology Services	100% in office setting 100% in outpatient facility
CT/CTA Scans, Pet Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling CareCore National, LLC (CCN) at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call CCN at 1-866-969-1234 to schedule an appointment.	
Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from CCN replace the need for a paper referral.	
Hospital Care	
Inpatient Admission (including maternity)	100% after \$250 copay per admission
Room and Board	100%
Pre-admission Testing	100%
Surgery in Hospital	100%
Inpatient Physician Services	100%
Outpatient Dept. Services	100%
Emergency Care	
Emergency Room	100% after \$100 facility copay
Ambulance	100%
Outpatient Surgery	
Hospital Outpatient Surgery	100% after \$200 copay
Surgery in an Ambulatory SurgiCenter	100% after \$100 copay



Horizon Blue Cross Blue Shield of New Jersey

Making Healthcare Work.

Advantage EPO DESIGN 1 County of Cumberland

Effective January 2013

Mental Health Services	
Inpatient	100% after \$250 copay per admission
Outpatient department	100%
Office setting	100% after \$40 copay
Substance Abuse Services	
Inpatient	100% after \$250 copay per admission
Outpatient department	100%
Office setting	100% after \$40 copay
Alcohol Abuse Services	
Inpatient	100% after \$250 copay per admission
Outpatient department	100%
Office setting	100% after \$40 copay
	Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Magellan Behavioral Health at 1-800-626-2212.
Other Services	
Acupuncture	Not covered
Bariatric Surgery	100%
Diabetic Education	100% after office copayment
Diabetic Supplies	100%
Durable Medical Equipment	100%
Orthotics and Prosthetics (Per NJ mandate)	100% after \$20 copay
Home Health Care	100%
Hospice Care	100%
	100% after copayment in office setting
	100% in outpatient facility
	Limited to 4 egg retrievals per lifetime
Infertility (including in-vitro fertilization)	100%
Physical Rehabilitation Facility Inpatient Services	Limited to 60 days per benefit period
	100%
Private Duty Nursing	Limited to 30 visits per benefit period (8-hour shifts)
Short-term Therapies:	100% after \$20 copay
Physical, Occupational, Speech, Respiratory	30 visit maximum per therapy, per benefit period
Skilled Nursing Facility/Extended Care Center	100%
	Limited to 100 days per benefit period
Therapeutic Manipulation (Chiropractic Care)	100% after \$20 copay
	25 visit maximum per benefit period
Vision - Routine Eye Exam	100% after \$40 copay
Vision Hardware	Not covered
Prescription Drugs	Covered under a freestanding prescription program
Eligibility	Dependent children, including full-time students, are covered until their 26th birthday. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to age 31.
Prior Authorization	Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUE (2583) or refer to our website at www.HorizonBlue.com .

The AdvantageEPO plans cover eligible expenses rendered by providers in Horizon's Managed Care network. When you utilize participating providers, you generally only pay your copayment and any applicable in-network co-insurance or deductible. No benefits are available out-of-network, except in emergency situations.

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your benefit booklet for more information.

Attachment D

Re-Opener Clause:

The parties Agree to re-open only the salary provisions of this Agreement for the purposes of supplementing the existing salary and compensation, if the following event occurs:

1. The County voluntarily enters into a collective bargaining agreement with any other Cumberland County bargaining unit whose agreement expires December 31, 2014, which does not include a stated wage increase of 0% (not including step movement) in at least one year.
2. The County will not re-open the agreement if the aforementioned increase is awarded to any other Cumberland County bargaining unit by an arbitrator.